

m/021/001



Date: 9, February, 1990

To: D.Wayne Hedberg - State of Utah  
Dept. of Natural Resources, Div. of Oil, Gas, & Mining  
355 West North Temple, 3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203

From: Roy Benson - Division Manager  
Keigley Quarry  
Box 20-B, RFD #1  
Santaquin, Utah 84655

Subject: Transfer of reclamation on property we acquired from U.I.I.

Dear Mr. Hedberg:

Please find enclosed the documents to effect the transfer of reclamation on property we acquired from U.I.I. The property as you know is used for processing iron ore : crushing, screening, and loading into railroad cars. There is not any actual mining on the 36 acres involved. The topog is basically level with buildings & railroad, crushing, stacking, & loadout as improvements on the property.

We are in the process with the Department of re-evaluation of other properties in the area. The surety portion is incomplete and as in previous discussions at one time your department felt we were actually carrying more bond than necessary. When everything is assessed we will need to take another look. I hope this is sufficient to at least get things started. Thanks.

Sincerely,

A handwritten signature in cursive script that reads 'Roy Benson'.

Roy Benson - Division Manager  
Keigley Quarry

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

TRANSFER OF NOTICE OF INTENTION  
LARGE MINING OPERATIONS

---00000---

(PART)

1. (a) Notice of intention to be transferred (file number): M/021/001  
(b) Name of mining operation: UTAH INTERNATIONAL INC.  
(c) Location of mining operation (county): -IRON - COMSTOCK SITE  
(d) Name, telephone number and mailing address of the operator currently holding the notice of intention (transferor):  
BHP- UTAH INTERNATIONAL INC  
P.O. Box 155  
FRUITLAND, NEW MEXICO 87416 (505) 598 5861
2. (a) Name, telephone number and mailing address of the operator acquiring the notice of intention (transferee):  
BMET GENEVA STEEL  
P.O. Box 20-B RFD #1  
SANTAQUIN UTAH 84655  
(b) Name, telephone number and address of the authorized representatives of the Transferee to whom any notices under the provisions of the Utah Mined Land Reclamation Act may be sent:  
W. Roy BENSON (801) 465-2532  
P.O. Box 20-B RFD #1  
SANTAQUIN UTAH 84655
3. (a) The total disturbed area identified in the approved notice of intention: 36 ACRES LISTED IN PERMIT  
(b) The actual number of acres disturbed by the operation through date of transfer: 36 ACRES  
(c) Attach a legal description of above acreages as Appendix "A" and a map of suitable scale with actual disturbed areas clearly shown and identified. (BLACK IRON No 1, 2 & 7 AND UC PLACERS 12, 13 & 14)
4. This application must be accompanied by a fully executed and signed Reclamation Contract (Form MR-RC).

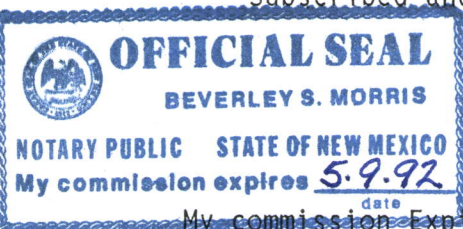
SWORN STATEMENT OF TRANSFEROR

I, JOHN T. ATKINS being first duly sworn under oath,  
deposes and says that I am VICE PRESIDENT  
(officer or agent)  
of BHP-LITAH INTERNATIONAL INC.; and that I am duly authorized to  
(Corporation/Company Name)  
execute and deliver the foregoing obligations; that I have read the said  
application and fully know the contents thereof; that all statements contained  
in the transfer application are true and correct to the best of my knowledge  
and belief. By execution of this statement I certify that the Transferor is  
in full compliance with the Utah Mined Land Reclamation Act, the Rules and  
Regulations promulgated thereunder, and the terms and conditions of Notice of  
Intention No. 11/021/001.

John T. Atkins  
Signature  
JOHN T. ATKINS  
Name (Typed or Print)  
VICE PRESIDENT  
Title

Subscribed and sworn before me this 9th day of October, 1989.

Beverley S. Morris  
Notary Public



My commission Expires:

May 9, 1992.  
State of New Mexico )  
County of San Juan ) ss.

FINAL SWORN STATEMENT OF TRANSFEREE

I W. Roy Benson being first duly sworn under oath,  
depose and say that I am DIVISION MANAGER MINING  
(officer or agent)  
of BM&T GENEVA STEEL; and that I am duly authorized to  
(Corporation/Company Name)

execute and deliver the foregoing obligations; that I have read the  
application and fully understand the contents thereof; that all statements  
contained in the transfer application are true and correct to the best of my  
knowledge and belief. By execution of this statement, the Transferee agrees  
to be bound by the terms and conditions of Notice of Intention  
No. M/021/001, the Utah Mined Land Reclamation Act, and the Rules and  
PART Regulations promulgated thereunder.

W. Roy Benson  
Signature  
W. Roy BENSON  
Name (Typed or Print)  
DIVISION MANAGER MINING  
Title

Subscribed and sworn before me this 8th day of Feb, 19 90.

Rockelle Inber  
Notary Public

My commission Expires:

10-14, 19 91.

State of Utah )  
County of Utah ) ss.  
)

CERTIFICATION OF APPROVAL

This is to certify that I have examined the foregoing application and do hereby grant the same, subject to the following limitations and conditions:

- (a) This transfer of notice of intention grants only the right to affect the lands described in Appendix "A".
- \* (b) The transferee has provided to the Division a fully executed and signed Reclamation Contract (Form MR-RC). The surety shall be effective on the date of transfer.
- (c) The transferee, or such other person as required by UCA 1953, Title 40-8, has acquired legal right to mine for lands described in Appendix "A".

COMMENTS:

*See interim reclamation contract 10-2-91*

APPROVED:

*Don R. Nielsen*  
(Signature)

Director, Division of Oil, Gas and Mining

Effective Date:

*October 2, 1991*

NOI No.:

*(portion) m 021/001*

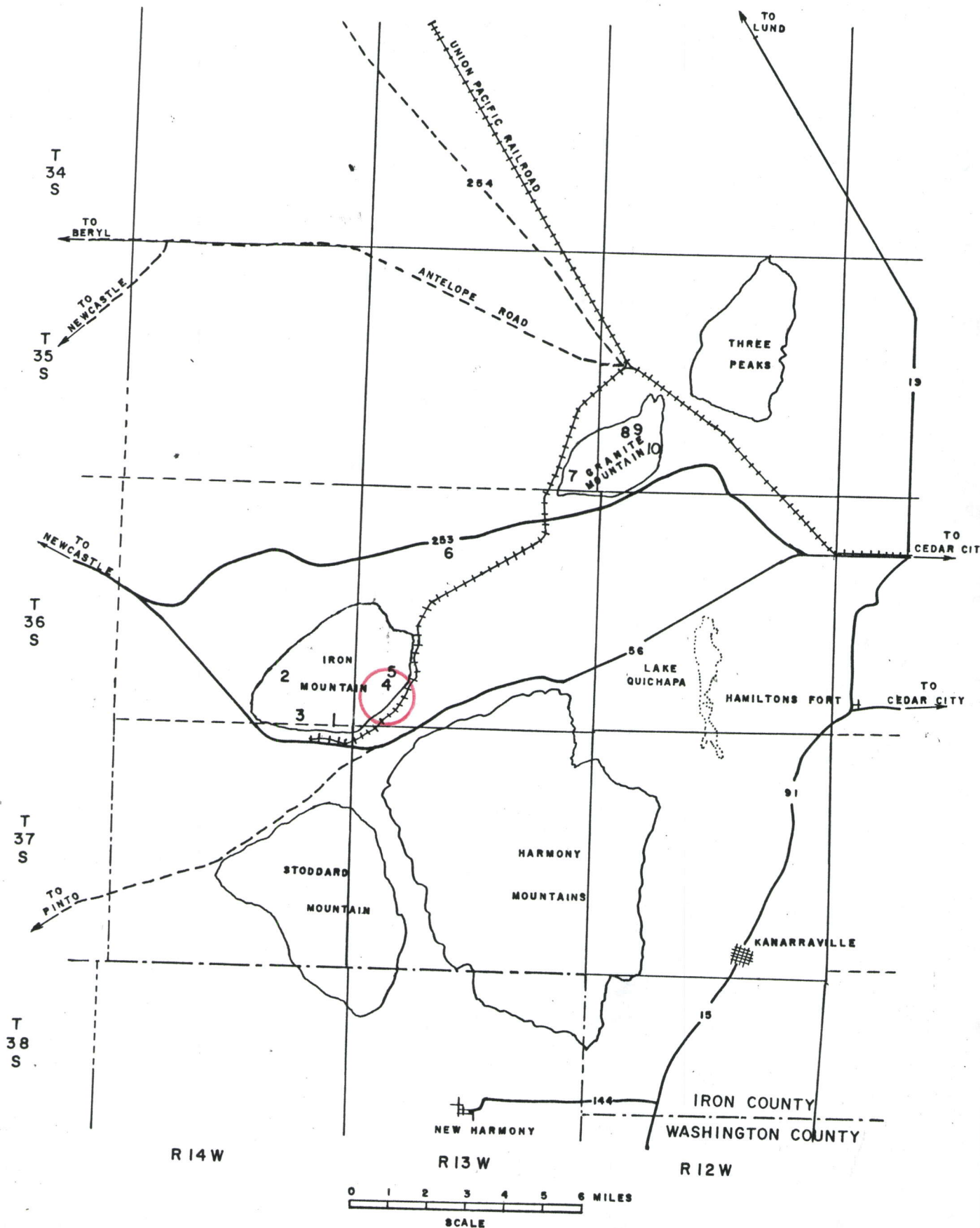
APPROVED AS TO FORM:

*[Signature]*  
(Signature)

Assistant Attorney General



Appendix A  
to Permit  
Transfer



1 BLOWOUT OREBODY  
2 REX OREBODY  
3 PINTO OREBODY  
4 COMSTOCK OREBODY  
5 MOUNTAIN OREBODY

6 SECTION 9 OREBODY  
7 DESERT MOUND OREBODY  
8 ECLIPSE OREBODY  
9 LITTLE MORMON OREBODY  
10 LINDSAY OREBODY

DATE 5-24-79

DRAWN BY D.G.W.

BLACK IRON NO.3  
SUR. 7.7250  
(U.C.M.C.)

LAST CHANCE  
SUR. NO. 4978  
(C.F.&I.)

WELL 6232.7'  
ELEV.

N. 37° 51' E. — TO SE

6240

6200

6180

6160

CROSS FAULT

6220

SECTION 30

SUB STATION

DISC.

COMSTOCK  
PLANT  
ORE  
PROCESSING

COMSTOCK R.R. SIDING

N. 19° 23' W.

INFERED ORE

SECTION LINE

N. 0° 11' W.

APPROX. CO.

gc  
(T<sub>9</sub>M)

LOADING  
TRIPPLE

HYDRANT

1" LORAIN

OFFICE

"B" BELT

SCREEN  
STATION

S. 89° 30' W.

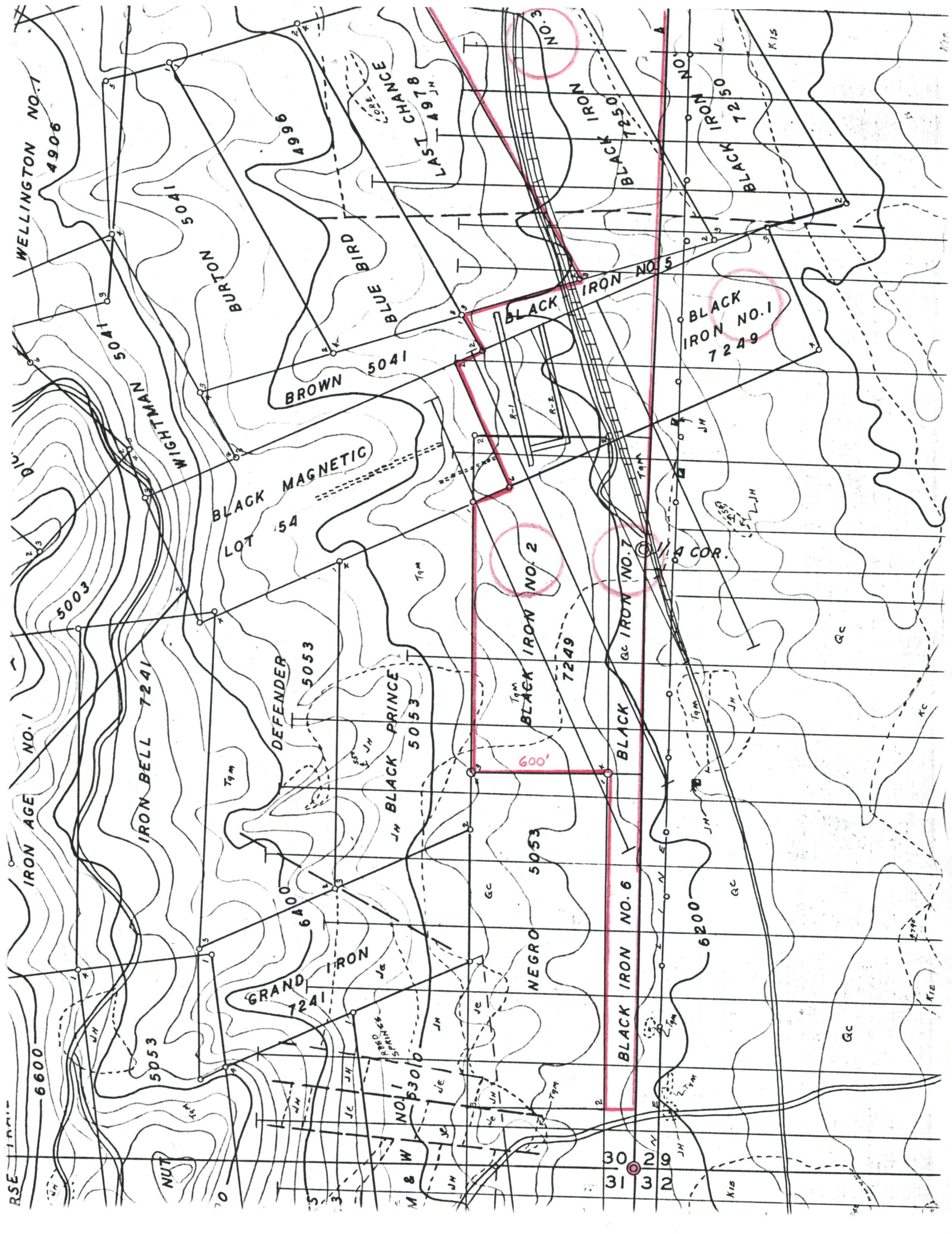
2" LINE

"A" BELT

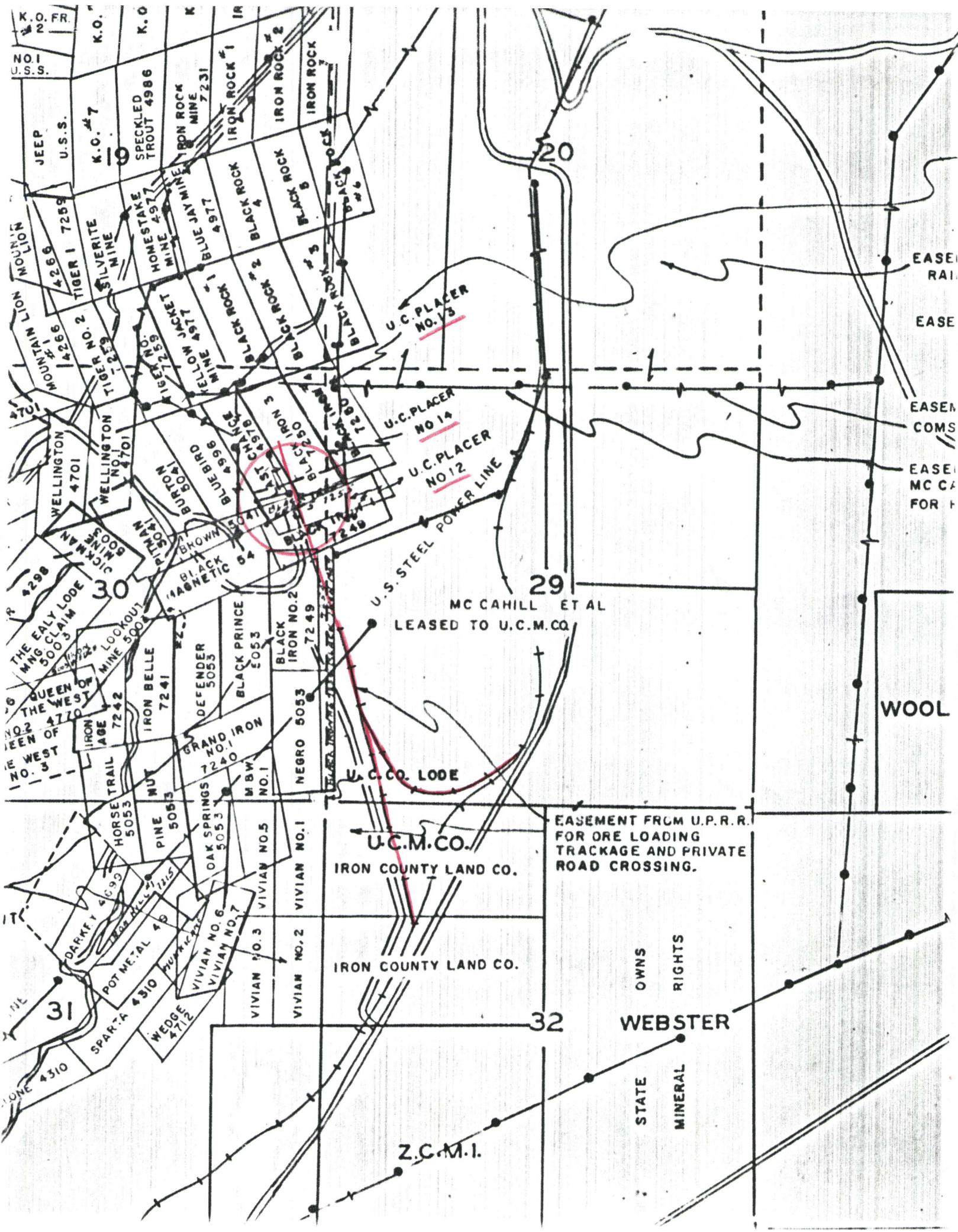
2" LINE

2000 GAL.  
TANK IN  
CRUSHER  
BLDG.











THIS AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 1988, between BHP-UTAH INTERNATIONAL INC., a Delaware corporation formerly known as Utah Construction Company, Utah Construction & Mining Co. and Utah International Inc. ("Seller"), whose address is 550 Cailifornia Street, San Francisco, California 94104, and BASIC MANUFACTURING AND TECHNOLOGIES OF UTAH, INC., a Utah corporation, d/b/a/ Geneva Steel ("Buyer"), whose address is P. O. Box 2500, Provo, Utah 84603.

R E C I T A L S :

A. Seller holds fee title, patented mining claims, unpatented mining claims or leasehold interests (as specified below) with respect to certain land located in Iron County, State of Utah, more particularly described as follows:

(i) Fee Property (the "Fee Property"): North 1/2 Northwest 1/4, Section 32, Township 36 South, Range 13 West, Salt Lake Base & Meridian. 80 acres

(ii) Patented Mining Claims (the "Patented Mining Claims"):

1. Tiptop Lode --Lot 56, Section 25, Township 36 South, Range 14 West, Salt Lake Base & Meridian. 18.59 acres

2. Black Iron No. 1 & 2 --Survey No. 7249; Comstock Plant site in Section 30, Township 36 South, Range 13 West, Salt Lake Base & Meridian. 29.56 acres

3. Independence Iron No.2 --Placer No. 43-67.0033 North of Comstock Plant in Section 19, Township 36 South, Range 13 West, Salt Lake Base & Meridian. 79.68 acres

4. Undivided 16 2/3 percent interest in Independence Iron No. 1 --East 1/2 Northeast 1/4, Section 19, Township 36 South, Range 13 West, Salt Lake Base & Meridian. 64 acres

5. U. C. Placer 12, 13 and 14; Comstock Plant site in Section 30, Township 36 South, Range 13 West, Salt Lake Base & Meridian (over the Black Iron 3, 4 and 5). 30.5 acres

(iii) Unpatented Mining Claims (the "Unpatented Mining Claims"):

Sections 19 and 30, Township 36 South, Range 13 West, Sale Lake BaSe & Meridian:

1. Tiger No. 1	UMC 79916
2. Tiger No. 2	UMC 79917
3. Tiger No. 3	UMC 79918

Sections 19, 20 and 30, Township 36 South, Range 13 West, Sale Lake Base & Meridian:

4. Black Rock No. 1
5. Black Rock No. 2
6. Black Rock No. 3



makes such representations, warranties, covenants and guarantees which were and are a material inducement to Buyer to enter into this Agreement, and Buyer would not have entered into this Agreement except in reliance thereon. Buyer and its officers and directors, and their respective successors, assigns and legal representatives will be entitled to rely upon and enforce such representations, warranties, covenants and guarantees notwithstanding any inspection and investigation made by such persons or any representative of such persons or any suspicion or knowledge to the contrary.

6.3 Survival of Representations and Warranties. The representation contained in Paragraph 6.1.3 shall survive the Closing forever. If at any time after the Closing Date such representation proves to be incorrect as of the date hereof or as of the Closing Date, and should Seller be unwilling or unable to correct the condition giving rise thereto within thirty (30) days after written notice thereof given by Buyer to Seller, Buyer may rescind the purchase of the Property, receive a complete refund from Seller of all monies paid by Buyer to Seller in connection herewith, including, without limitation, the Purchase Price or (b) receive from Seller reimbursement in full for all claims, losses, damages, costs and expenses, including attorneys' fees and costs, incurred by Buyer and resulting from the incorrectness of such representation; provided however, that in no event shall Seller's liability to Buyer hereunder exceed \$325,000.00.

7. MISCELLANEOUS

7.1 Damage or Condemnation. If the Property is damaged prior to the Closing Date, Seller shall have the right to repair the Property, provided that such damage can be and is repaired within thirty (30) days after the date such damage occurs. If Seller elects to repair the Property, Seller shall notify Buyer in writing of its intent to do so within five (5) days after the date such damage occurs. If Seller fails to so notify Buyer within such five (5) day period, Seller shall be deemed to have elected not to repair such damage. In the event Seller elects to repair such damage, the Closing Date shall be extended until the fifth (5th) day after Seller gives Buyer written notice of the completion by Seller of the repair of such damage. In the event Seller elects or is deemed to have elected not to repair such damage, if such repair is not completed within thirty (30) days after the date such damage occurs, or if the Property or any part thereof is taken by condemnation prior to the Closing Date, Buyer shall have the right to reject the Property and, on written demand by Buyer to Seller, this Agreement shall be terminated and neither Seller nor Buyer shall thereafter have any obligation to each other. In the alternative, Buyer may elect to complete the transaction on the terms set forth in this Agreement and, in such event, Buyer shall receive an assignment of such insurance proceeds or condemnation proceeds, as the case may be, as are allocable to the restoration of the damaged Property or to the portion of the Property taken. The Closing Date shall be extended during the periods of any notices given or repairs made in accordance with the foregoing provisions of this Paragraph 7.1.

7.2 Reclamation. As of the Closing, Buyer shall (a) assume all reclamation obligations and duties as are imposed by law from time to time with respect to the Land; (b) save Seller harmless from and indemnify Seller against any claim or liability for such reclamation obligations and duties; and (c) independently bond against such reclamation obligations and duties and otherwise reasonably cooperate with Seller to the end that Seller may secure the release of Seller's reclamation bond with respect to the Land.